

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME Rebecca Hufford-Cohen FIRM NAME Law Office of Rebecca Hufford-Cohen STREET ADDRESS: 468 North Camden Drive, Suite 200 CITY: Beverly Hills STATE: CA ZIP CODE: 90210 TELEPHONE NO.: (310) 860-5107 FAX NO.: (310) 275-1380 EMAIL ADDRESS: ATTORNEY FOR (name): Longplatt Co.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
PLAINTIFF: LONGPLATT CO. DEFENDANT: ERIK CHRISTOPHER SEIDENGLANZ AND ELISBA ITURRA ☒ DOES 1 TO 10	
COMPLAINT—UNLAWFUL DETAINER* ☒ COMPLAINT ☐ AMENDED COMPLAINT (Amendment Number):	
CASE NUMBER: 21STUD02274	
Jurisdiction (check all that apply): ☒ ACTION IS A LIMITED CIVIL CASE Amount demanded ☒ does not exceed \$10,000. ☐ exceeds \$10,000 but does not exceed \$25,000. ☐ ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) ☐ ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): ☐ from unlawful detainer to general unlimited civil (possession not in issue). ☐ from limited to unlimited. ☐ from unlawful detainer to general limited civil (possession not in issue). ☐ from unlimited to limited.	

1. PLAINTIFF (name each): Longplatt Co.

alleges causes of action against DEFENDANT (name each): Erik Christopher Seidenglanz and Elisba Iturra

2. a. Plaintiff is (1) ☐ an individual over the age of 18 years. (4) ☐ a partnership.
 (2) ☐ a public agency. (5) ☒ a corporation.
 (3) ☐ other (specify):
- b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
3. a. The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county): 1410 1/2 Ewing Street, Los Angeles, CA 90026-1912
- b. The premises in 3a are (check one)
 (1) ☒ within the city limits of (name of city): Los Angeles
 (2) ☐ within the unincorporated area of (name of county):
- c. The premises in 3a were constructed in (approximate year):
4. Plaintiff's interest in the premises is ☒ as owner ☐ other (specify):
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

* NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

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6. a. On or about (date): Unknown
defendant (name each): Erik Christopher Seidenglanz and Elisba Iturra
- (1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy (specify): Tenancy at Will
 (2) agreed to pay rent of \$Never Paid Rent payable ☐ monthly ☐ other (specify frequency):
 (3) agreed to pay rent on the ☐ first of the month ☒ other day (specify): Never Paid Rent
- b. This ☐ written ☐ oral agreement was made with
 (1) ☒ plaintiff. (3) ☐ plaintiff's predecessor in interest
 (2) ☐ plaintiff's agent. (4) ☐ Other (specify):
- c. ☒ The defendants not named in item 6a are
 (1) ☒ subtenants.
 (2) ☐ assignees.
 (3) ☐ Other (specify):
- d. ☐ The agreement was later changed as follows (specify):
- e. ☐ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is not attached because (specify reason):
 (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. The tenancy described in 6 (complete (a) or (b))
 a. ☒ is not subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is (specify): See Attachment 17
 b. ☐ is subject to the Tenant Protection Act of 2019.
8. (Complete only if item 7b is checked. Check all applicable boxes.)
 a. ☐ The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).
 b. ☐ The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff (check one)
 (1) ☐ waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of \$
 (2) ☐ provided a direct payment of one month's rent under section 1946.2(d)(3), equaling \$
 to (name each defendant and amount given to each):
- c. ☐ Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.
9. a. ☒ Defendant (name each): Erik Christopher Seidenglanz and Elisba Iturra

were served the following notices on the same date and in the same manner:

- (1) ☐ 3-day notice to pay rent or quit (5) ☐ 3-day notice to perform covenants or quit
 (2) ☒ 30-day notice to quit (not applicable if item 7b checked)
 (3) ☐ 60-day notice to quit (6) ☐ 3-day notice to quit under Civil Code, § 1946.2(c)
 (4) ☐ 3-day notice to quit Prior required notice to perform covenants served (date):
 (7) ☒ Other (specify): 30 Day Notice to Quit At Will Tenancy

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9. b. (1) On (date): 9/9/21 the period stated in the notice checked in 9a expired at the end of the day.
 (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☒ The notices included an election of forfeiture.
- e. ☒ Copies of the notices are attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)
- f. ☐ One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. (Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)
10. a. ☒ The notices in item 9a were served on the defendants named in item 9a as follows:
- (1) ☐ By personally handing a copy to defendant on (date):
 (2) ☐ By leaving a copy with (name or description):
 a person of suitable age and discretion, on (date): at defendant's
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence
 on (date): because defendant cannot be found at defendant's residence or usual place of business.
- (3) ☒ By posting both copies on the premises on (date): 8/9/21
☒ AND mailing a both copies to defendant at the premises on (date): 8/9/21
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
 (b) ☒ because no person of suitable age or discretion can be found there.
- (4) ☐ (Not for 3-day notice; see Civil Code, § 1946, before using) By sending a copy by certified or registered mail
 addressed to defendant on (date):
- (5) ☐ (Not for residential tenancies; see Civil Code, § 1953, before using) In the manner specified in a written commercial lease between the parties
- b. ☐ (Name):
 was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.
- d. ☐ Proof of service of the notice in item 9a is attached and labeled Exhibit 3.
11. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
12. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
13. ☒ The fair rental value of the premises is \$ 200.00 per day.
14. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 14.)
15. ☐ A written agreement between the parties provides for attorney fees.
16. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

17. ☒ Other allegations are stated in Attachment 17.
18. Plaintiff accepts the jurisdictional limit, if any, of the court.

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19. PLAINTIFF REQUESTS

- | | |
|---|---|
| a. possession of the premises.
b. costs incurred in this proceeding:
c. ☐ past-due rent of \$
d. ☐ reasonable attorney fees.
e. ☐ forfeiture of the agreement. | f. ☐ damages in the amount of waived rent or relocation assistance as stated in item 8: \$
g. ☒ damages at the rate stated in item 13 from
date: 9/10/21
for each day that defendants remain in possession through entry of judgment.
h. ☐ statutory damages up to \$600 for the conduct alleged in item 14.
i. ☒ other (specify): Just and Equitable Relief as the Court Sees Fit |
|---|---|

20. ☒ Number of pages attached (specify): 7

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

21. ☒ (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did
 for compensation give advice or assistance with this form. (If declarant has received **any** help or advice for pay from an unlawful
 detainer assistant, complete a–f.)
- | | |
|--|--|
| a. Assistant's name:
b. Street address, city, and zip code: | c. Telephone no.:
d. County of registration:
e. Registration no.:
f. Expires on (date): |
|--|--|

Date: 09/09/21

Rebecca Hufford-Cohen
 (TYPE OR PRINT NAME)

/s/
 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 09/09/21

See Attachment
 (TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

SHORT TITLE: Longplatt Co. vs. Erik Christopher Seidenglanz, et al.	CASE NUMBER:
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ATTACHMENT (Number): 17*(This Attachment may be used with any Judicial Council form.)*

This complaint is based upon CCP 1161a or 1161(1), alleging that the Defendant is an authorized occupant. The eviction is NOT based upon a demand for payment of rents, nor does the case seek to address rents. There is NO TENANCY TO BE TERMINATED.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1*(Add pages as required)*

EXHIBIT 2

Verification

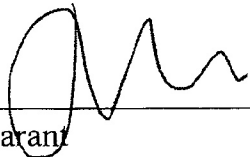
I, JOSHUA MARCUSON declare that I have read the foregoing Unlawful Detainer Complaint and know its contents.

I am the authorized agent and property supervisor of the Plaintiff in the above related eviction action. The matters stated in it are true of my own knowledge and belief, except as to those matters which are stated to be on information and belief, and, as to those matters I believe them to be true. I make this verification because the facts as set forth in this unlawful detainer complaint are within my own knowledge and because I am more familiar with such facts than is the Plaintiff herein.

(C.C.P. § 446; Newman v. Bird, 60 Cal 372)

Executed this 9 day of September, 2021 at Los Angeles County, California.

I declare under penalty of perjury, according to the laws of the Statute of California, that the foregoing is true and correct.


Declarant

30-DAY NOTICE TO QUIT

(tenant(s) does not have an option to fix the violation)

TO: **ERIK SEIDENGLANZ aka ERIK CHRISTOPHER SEIDENGLANZ, ELISHBA ITURRA aka ELISHBA SEIDENGLANZ aka ELISH SEIDENGLANZ aka AUD LO SEIDENGLANZ, AUDIO MAIZE SEIDENGLANZ, & HARWELL HAMILTON HARRIS FELLOWSHIP PARKWAY CONSERVANCY INC. ; AND ALL TENANTS, SUBTENANTS AND OCCUPANTS IN POSSESSION OF THE PREMISES LOCATED**
AT:

1410 1/2 EWING STREET, LOS ANGELES (ECHO PARK), CA. 90026

TAKE NOTICE THAT YOU ARE HEREBY REQUIRED TO QUIT AND DELIVER UP TO THE UNDERSIGNED THE POSSESSION OF SAID PREMISES NOW HELD AND OCCUPIED BY YOU AT THE EXPIRATION OF **30 DAYS** AFTER SERVICE OF THIS NOTICE UPON YOU. THE OWNER/LANDLORD/REPRESENTATIVE HEREBY ELECTS TO DECLARE A FORFEITURE OF THE LEASE OR AGREEMENT UNDER WHICH YOU OCCUPY SAID PREMISES

THE REASON(S) FOR THIS NOTICE BEING SERVED ARE AS STATED AND ARE NOT LIMITED TO THE FOLLOWING VIOLATIONS OF LAWFUL OBLIGATIONS:

VIOLATION OVERVIEW:

Subsequent to the purchase of the above listed property by Longplatt Company on or about March 3, 2020, a property inspection was conducted by representatives of the purchaser. The premises was observed in a very bad state of disrepair and neglect, secured with padlocks by what was thought at the time to be by the seller, or prior bank representative(s), and the property appeared to be vacant. However, upon almost immediate information provided to the purchasers, it was brought to light the property was being occupied by persons without any verifiable consent of prior ownership(s). The current owners began receiving information about extremely unruly, trespassers/squatters on the property that engages regularly in criminal activities, and a deeper investigation of the activities surrounding the property was conducted. This investigation revealed the property was the subject of numerous criminal investigations, not limited to, trespass, criminal nuisance, theft of personal property, and fire code violations, with both the City Attorney's Office and the Police Department involved.

As new owners, we attempted to engage with these occupants ourselves, only to be met with belligerent, aggressive and combative behavior by occupants who engaged in spoken words

to threaten, intimidate and menace, verbally assaulting and physically engaging in actions that constitute assault and battery upon another. These continued violations of lawful obligation escalated into the necessity of additional charges being filed by owners, vendors, agents of the owner, and members of the community for additional charges not limited to assault with a deadly weapon, vandalism, battery, and continued criminal nuisance activities against the public.

Currently charges and investigations related to the property and its occupants are not limited to stolen ladders, stolen plywood, stolen wallet, removal and theft of "no trespassing" signs, trespassing, dismantling and stealing cameras from adjoining properties, noise and light pollution, intentional intimidation and harassment of the community, criminal threats, vandalism, multiple counts of assault on peaceful members of the community (throwing rocks at individuals), the physical assault with a deadly weapon against owners causing harm, and the modification /theft of utility lines and services to the property.

Additionally, the above named suspects/trespassers/occupants have obstructed the ingress/egress of the property by securing the entry gate to the property from the inside with locks, nails and screws in their attempt to "barricade" and secure the property from entry of any kind, by any individual, in direct violation of fire and safety codes, and causing waste and damage to property. These violations as stated are noted in the police report records of Sgt. Archuleta, Officer Wild and Officer Peters, from the Northeast Division the LAPD, noting the above trespassers/occupants of the property built a "makeshift fence" of wood and barbed wire, in their attempt to thwart any attempt of entry by officers, with the named suspect(s) to many of the police complaints refusing to come out of the residence after requests from officers. These illegal and disruptive actions have caused a regular police presence at the property, an unwanted nuisance, disruption and destabilizing of quiet enjoyment, jeopardizes the safety and wellbeing of the community, interferes with the free use and enjoyment, passage, and convenience of others, and have been committed without regard for neighbors, community, landlord and laws.

YOU HAVE VIOLATED OR ARE IN VIOLATION OF THE FOLLOWING LAWS NOT LIMITED TO:

CALIFORNIA PENAL CODE 602

Defines the crime of trespassing. A person trespasses by entering or remaining on someone else's property without permission or a right to do so.

CALIFORNIA PENAL CODE 372

Every person who maintains or commits any public nuisance, or who willfully omits to perform any legal duty relating to the removal of a public nuisance, is guilty of a misdemeanor.

CALIFORNIA PENAL CODE 373(a)

Every person who maintains, permits, or allows a public nuisance to exist upon his or her property or premises, and every person occupying or leasing the property or premises of another who maintains, permits or allows a public nuisance to exist thereon, after notice is guilty of a misdemeanor.

CALIFORNIA PENAL CODE 484(a)

Every person who shall feloniously steal, take, carry, lead, or drive away the personal property of another, or who shall fraudulently appropriate property which has been entrusted to him or her, or who shall knowingly and designedly, by any false or fraudulent representation or pretense, defraud any other person of Money, labor or real or personal property, obtains and fraudulently gets or obtains possession of money or property or obtains the labor of service of another, is guilty of theft.

CALIFORNIA PENAL CODE 422

Makes it a crime to threaten another person with immediate harm when you intend to – and in fact do – cause reasonable and sustained fear in that individual

CALIFORNIA PENAL CODE 591

Makes it an offense to maliciously injure, remove, obstruct, or disconnect wires or cables for electrical service or any other equipment connected to the wires, committed with malicious intentions.

CALIFORNIA PENAL CODE 594(a)

Every person who maliciously commits any of the following acts with respect to any real or personal property not his or her own is guilty of vandalism.

1. Defaces with graffiti or inscribe materials.
2. Damages
3. Destroys

CALIFORNIA PENAL CODE 240

"An assault is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another."

CALIFORNIA PENAL CODE 242

A battery is any willful and unlawful use of force or violence upon the person of another

CALIFORNIA CIVIL CODE SECTION 3479-

A nuisance is an act that is injurious to health or indecent or offensive to the senses or that obstructs the free use of property so as to interfere with the comfortable enjoyment of life or property

CALIFORNIA CIVIL CODE SECTION CCP§732-

If a tenant(s) of real property commits waste thereon, any person aggrieved by the waste may bring action against him.

***Waste: a cause of action that can be brought in court to address a change in condition of real property brought about by a tenant that damages or destroys property*

CALIFORNIA CIVIL CODE CCP 1946.2(B)1(D)-

A landlord may bring action for "Just Cause" including and not limited to Committing waste on or about the premises.

CONCLUSION:

You are in substantial violation of lawful obligations. Your illegal activities and continued malicious actions constitute a material incurable breach of any agreement purported to exist and a threat to the health, safety and quiet enjoyment of others in the community. These are grounds for the immediate termination of your tenancy. Please vacate said property by the expiration of the notice pursuant to and not limited to the above and below stated:

LOS ANGELES MUNICIPAL CODE SEC. 151.09. EVICTIONS(A)(3)-

A landlord may bring an action to recover possession of a rental unit when the tenant is committing or permitting to exist a nuisance or is causing damage to, the rental unit or to the appurtenances thereof, or to the common areas of the complex containing the rental unit, or is creating an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents.

CALIFORNIA CIVIL CODE SECTION 1161(4). A PERSON IS GUILTY OF UNLAWFUL DETAINER (AND CAN BE EVICTED) WHEN:

Any tenant, contrary to the conditions or covenants of his or her lease, maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises or using the premises for an unlawful purpose, thereby terminates the lease, and the landlord shall upon service of three days' notice to quit upon the person or persons in possession, be entitled to restitution of possession of the premises

IF YOU FAIL TO VACATE AS AFORESAID, OWNER WILL INSTITUTE LEGAL PROCEEDINGS TO GAIN POSSESSION OF THE PREMISES AND FOR DAMAGE, TREBLE DAMAGES AND SUCH OTHER RELIEF AS MAY BE ALLOWED BY LAW.

The landlord seeks in good faith to evict for a just cause.

Witnesses: F. Allen, R. Williams, I. Carreon, C. Shapiro, J. Marcuson, J. Williams, A. Ward, Darris, Gabriel Taylor (Deputy City Attorney, 213-978-2230), Gina Paialii (Senior Lead Officer, 213-793-0760), Elbin Quintanilla (Police Detective), Officer Wild, Peters, Hamada, Grant, Sgt. Archuleta.

Address of Events: 1410 1/2 Ewing Street, Los Angeles, CA 90026-1912

Time and Date of Events: April 18, 2021 1:00PM, March 3, 2021 1:30AM, March 5, 2021, 3:00PM, March 16, 2021 8:18PM

Dated: August 5, 2021

Joshua Marcuson
Longplatt Company
(213) 440-2626
Owner

**** This notice is served in conjunction with the attached 30-day notice under Civil Code 789 ****

**Law Office of
REBECCA HUFFORD-COHEN
468 North Camden Drive, Suite 200
Beverly Hills CA 90210
(310) 860-5107**

Thirty (30) DAY NOTICE TO QUIT

August 5, 2021

TO: Erik Seidenglanz aka Erik Christopher Seidenglanz, Elishba Iturra aka Elishba Seidenglanz aka Elish Seidenglanz aka Aud Lo Seidenglanz, Audio Maize Seidenglanz, & Harwell Hamilton Harris Fellowship Parkway Conservancy Inc.

AT: 1410 1/2 Ewing Street, Los Angeles, CA 90026

Termination Date: *September 5, 2021

TO TENANT(S) AND ALL PERSONS IN POSSESSION:

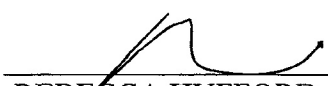
YOU ARE HEREBY NOTIFIED that the Tenancy at Will under which you occupy the (above-described) premises without authorization of the owner or the agent, shall end on the TERMINATION DATE, [*or Thirty (30) days after the date of service of a copy of this notice upon you, whichever date is later in time,] and,

YOU ARE REQUIRED TO QUIT AND DELIVER-UP POSSESSION OF THE PREMISES TO THE UNDERSIGNED ON OR BEFORE THAT DATE.

IF YOU FAIL TO DO SO, legal proceedings will be instituted against you for possession of the premises, for forfeiture of the rental agreement and for such monetary damages as may be allowed by law.

THIS NOTICE SUPERSEDES ANY AND ALL PRIOR THIRTY (30) DAY NOTICE(S) TO QUIT HERETOFORE SERVED UPON YOU BY LESSOR/OWNER, [THIRTY (30) DAY NOTICE TO QUIT]

Although this Tenancy at will is not a hiring of real property, the owner is providing you with this notice. "CC 1946 permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord/owner after being notified that property belonging to you was left behind after you moved out."

By: 
REBECCA HUFFORD-COHEN
Attorney for Landlord / Owner